TRUMP

TRUMP INTERNATIONAL HOTEL & TOWER CONDOMINIUM
PROCEDURES FOR SALE OF CONDOMINIUM

Every sale or lease of a Unit at Trump International Hotel & Tower Condominium requires that the Board of Managers waive, in writing, its right of first refusal. The Board of Managers has twenty (20) days to issue a waiver of right of first refusal after all of the required documentation is received. The following documents must be prepared, executed and returned to The Trump Corporation before a waiver can be issued:

1. Contract of Sale, executed by all parties.
2. Purchase Application, completed and signed by Purchaser. Copy attached.
3. Notice of Intention to Sell or Lease a Condominium Unit and signed by Seller. Copy attached.
4. Hotel Unit Maintenance and Operation Agreement - **Excelsior Unit**. Copy attached.
5. **Excelsior Unit** Acceptance Letter. Copy attached.
6. Legal Mailing Address for Unit Owner. (This must be the address of the Unit Owner, not the Management Company, Purchaser's law firm or other representative.) Copy attached.
7. Employer letter stating job function, salary and length of employment.
8. Statement of Assets and Liabilities. Copy attached.
9. Two (2) financial reference letters.
10. Two (2) personal reference letters.
11. Common charge billing address letter. Copy attached.
12. Background check consent form. Copy attached.
13. Copies of two (2) forms of government issued picture identification (driver's license, passport (with visa, if applicable)).
14. Real Estate Tax Certiorari Authorization letter. Copy attached.
15. Letter acknowledging receipt of attached NYC Fire Department Safety Plan and Fire Safety Notice.
16. Insurance Coverage letter. Copy attached.
17. Certified or Bank Check in the amount of **$750.00** payable to **The Trump Corporation** for processing fee. (non- refundable)
18. Certified or Bank Check in the amount of **$250.00** payable to **Trump International Hotel & Tower Condominium** for background check fee for **EACH** adult occupant. (non- refundable.)

PLEASE DO NOT COMBINE CHECKS

NOTES:

1. If the contract of sale is executed under a power of attorney, an original power, together with a current Affidavit of Full Force, must be furnished with the contract.
2. If the contract is signed by a trustee, a copy of the trust agreement must be furnished with the contract.
3. If the contract is signed by a management company, a copy of the management agreement, specifically authorizing the management company to execute the contract must be furnished with the contract, or a letter from the Unit Owner must be furnished, stating that the management company has the right to sell the unit, and to execute documents, on behalf of the Unit Owner.
4. **Common charges must be up to date before a waiver will be issued.**
5. Excelsior Unit Owners will be required to enroll in the Hotel Operating Program, retain the Hotel Management Company as their agent for purpose of managing and operating their Hotel Units as transient hotel accommodations, and execute and deliver the Unit Maintenance Agreement with the Hotel Management Company. The Condominium By-Laws do not impose any limit however on the length of leases to Excelsior Units; however, a lease for more than one hundred seventy nine (179) days may lead to a violation of ICIP hotel occupancy requirements and thus to an irrevocable loss of ICIP real estate tax exemption benefits.
6. **The ORIGINAL and two (2) copies of the completed package COLLATED should be submitted to The Trump Corporation 725 Fifth Avenue, New York, New York Attn: Cristina Ferreira**

INCOMPLETE PACKAGES WILL NOT BE ACCEPTED

TRUMP INTERNATIONAL MANAGEMENT CORPORATION
TRUMP INTERNATIONAL HOTEL & TOWER CONDOMINIUM
PURCHASE APPLICATION

(Please type all responses)

Date: _____

APPLICANT'S NAME: _____ S.S. # _____

or Entity Name: _____ or E.I.N. _____

(Name or Names must be entered above in manner that documents are to be drawn.)

Applicant's Attorney: _____ Telephone: _____

Firm Name: _____ Facsimile: _____

Address: _____

SELLER'S NAME: _____

Seller's Attorney: _____ Telephone: _____

Firm Name: _____ Facsimile: _____

Address: _____

Closing Date and Time: _____

The undersigned hereby offers to purchase Unit _____ and the related _____% interest in the common elements in the Trump International Hotel and Tower Condominium located at One Central Park West, New York, New York, on the following terms and conditions:

Purchase Price: _____ Present Common Charges: _____

Deposit: _____ # of rooms: _____

Special Conditions, if any: _____

Proposed Financing: NO ___ YES ___ If yes, please state AMOUNT: _____

BANK: _____ TERM: _____

The undersigned hereby submits to this Condominium this proposal together with the accompanying information concerning the applicant purchaser. In applying for consent to this proposed purchase, the undersigned understands that such consent is required by the By-Laws. The By-Laws provide that the Board of Managers has 20 days to issue a waiver of right of first refusal from the date the completed application is submitted. The undersigned also understands that the information requested is essential to this application. The undersigned agrees to meet in person with representatives of the Condominium if requested to do so, and authorizes the Condominium to review and request any credit reports, references, and other information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions:

TERMS AND CONDITIONS ON SALES OF APARTMENTS

1. Trump International Management Corp. is acting as agent for the Condominium and makes no representation or warranty with respect to the building or the unit or with respect to any act or failure to act on the part of the Condominium in connection with this application or in connection with any sale contemplated therein. The Purchaser takes the unit "as is" unless otherwise specifically stated in the contract of sale.
2. The Purchaser of a unit takes title subject to the provisions of the Condominium Declaration and Condominium's By-Laws, and assumes all of the Seller's obligations thereunder and is obligated to sign such documents to accomplish such purpose as the Condominium may require.
3. The Purchaser agrees to proved all information and execute all documents required by the Condominium pursuant to law, the By-Laws, and by this application.

Broker: _____ _____

(Signature of Purchaser Applicant or Authorized Officer of Corporation)

Telephone: _____

Broker: _____ _____

(Signature of Purchaser Applicant or Authorized Officer of Corporation)

Telephone: _____

INFORMATION REGARDING APPLICANT

Principal Place of Residence:_____ Telephone:_____

Business or Employer and Position Held:_____

Nature of Business:_____

Business Address:_____

Name of all persons who will reside in this unit:_____

_____

Schools and colleges attended by Applicant and occupants (optional):_____

_____

Names and organizations to which Applicant belongs (optional):_____

_____

Names of all residents in the building known by the Applicant:_____

_____

If Applicant is a corporation, name or describe the individual(s) to be the occupants of the apartment unit and state for how long a term. New information and references must be provided each time occupancy changes.

a. Name(s) of designated occupant(s):_____

b. Relation to Applicant:_____

c. Length of occupancy:_____

Special remarks (Please give any additional information which may be pertinent or helpful as an indication of the nature of the Applicant's occupancy):_____

_____

REFERENCES

Address of present residence and dates of occupancy:_____

_____

Present Landlord or Agent:_____ Telephone:_____

Firm Name:_____ Facsimile:_____

Address:_____

FINANCIAL:

a. (Bank - Personal Account:_____ Telephone:_____

Account No.:_____ Facsimile:_____

Address:_____

b. (Stock Broker or C.P.A._____ Telephone:_____

Account No.:_____ Facsimile:_____

Address:_____

c. For information regarding source of income contact:_____

Address:_____

BUSINESS:

Name:_____ Telephone:_____

Address:_____

PERSONAL:

a. Name_____ Telephone:_____

Address:_____

b. Name_____ Telephone:_____

Address:_____

c. Name_____ Telephone:_____

Address:_____

d. Name_____ Telephone:_____

Address:_____

e. Name_____ Telephone:_____

Address:_____

TRUMP INTERNATIONAL MANAGEMENT CORPORATION
c/o The Trump corporation
725 Fifth Avenue
New York, New York 10022
(212) 832-2000

TRUMP INTERNATIONAL MANAGEMENT CORP.

TRUMP INTERNATIONAL HOTEL AND TOWER CONDOMINIUM
NOTICE OF INTENTION TO SELL OR LEASE
(OWNER'S REQUEST FOR WAIVER OF THE RIGHT OF FIRST REFUSAL)

The undersigned, being the owner of Unit No. ____, at Trump International Hotel and Tower Condominium, located at One Central Park West, New York, New York, hereby notifies the Board of Managers in care of Trump International Management Corp., as Managing Agent, that the undersigned has received a bona fide offer to **SELL ( ) LEASE ( )** said unit from the below named prospective purchaser or tenant on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE PURCHASER OR TENANT: If a prospective purchaser or tenant is a corporation, name the designated officer, stockholder or employee of the corporation who will occupy the unit and for how long a term. The lease must provide that when and if the designated occupant vacates the unit, another application must be filed and references submitted before occupancy can be allowed to successor designated occupant.

_____

_____

_____

TERMS OF PROPOSED SALE OR LEASE:

Attached is a true copy of the contract of sale or lease setting forth all of the terms of the agreement between the parties.

PURCHASE PRICE (if sale): $_____ PROPOSED CLOSING DATE: _____

MONTHLY RENTAL (if lease): $_____ LEASE TERM: _____

ANTICIPATED OCCUPANCY DATE FOR SALE OR LEASE: _____

The undersigned hereby submits to the Board this proposal together with the accompanying information concerning the applicant purchaser or tenant. In applying for consent to this proposed sale or lease, the undersigned understands that such consent is required by the By-Laws. The undersigned also understands that the information requested is essential to this application. The undersigned authorizes the Board to review and request any credit reports, references, and other information necessary in connection with this application. The undersigned acknowledges and consents to the following terms:

TERMS AND CONDITIONS ON SALES AND LEASES OF CONDOMINIUMS

1. Trump International Management Corp. is acting as Agent for the Board and makes to representation or warranty with respect to the building or the unit or to any act or failure to act on the part of the Board in connection with this application or in connection with any sale contemplated herein. The purchaser or tenant takes the unit "as is" unless specifically stated in the contract of sale or lease.
2. The undersigned represents that the sale or lease described above shall be made in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board all such further information with respect to the offer as the Board may reasonably request and to execute all documents required by law, the By-Laws and this application.
3. The undersigned acknowledges that the Board has a waiver period of 20 days, commending with the date of receipt of this Notice and delivery of such additional information concerning the offer as the Board may reasonably request to exercise its right of first refusal to purchase or lease the unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal it shall deliver the undersigned a certificate to that effect, pursuant to the provisions of the By-Laws.
4. The parties will have a maximum of thirty (30) days within which to consummate the sale or lease of the Unit on the terms above stated after receiving a waiver from the Board after which the waiver shall be void and of no force and effect.

_____ _____
Name of Individual Owner or Corporation Name of Individual Owner or Corporation

_____ _____
Signature of Individual Owner or Authorized Officer of Corporation

Signature of Individual Owner or Authorized Officer of Corporation

HOTEL UNIT MAINTENANCE AND OPERATION AGREEMENT
TRUMP INTERNATIONAL HOTEL
EXCELSIOR UNIT

This Agreement, made the _____ day of _____, 20_____, between TRUMP INTERNATIONAL MANAGEMENT CORP. (the "Hotel Operator") and _____ ("Owner").

WITNESSETH:

WHEREAS, Owner is the owner of Hotel Unit _____ (the "UNIT") at Trump International Hotel and Tower Condominium (the "Condominium");

WHERAS, Owner is required to enroll in the Hotel Operation Program for the Condominium as described in the Offering Plan therefore (the Offering Plan, as the same may be amended from time to time, is hereinafter referred to as the "Plan"); to retain the Hotel Operator as its agent for the sole purpose of managing and operating the Unit as hotel accommodations; and to receive the services provided under the Hotel Operation Program;

WHEREAS, the Hotel Operator has been retained by the Board of Managers of the Condominium (the "Board") as the hotel manager to operate Trump International Hotel (the "Hotel") within the Condominium; and

WHEREAS, the Hotel Operator is owned and controlled by the Board through the Hotel Council.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions; Incorporation of Plan.** All terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Plan. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall govern.

2. **Provision of Hotel Operating Services.** The Hotel Operator shall provide the services described below in accordance with the terms and provisions hereof and of the Plan, commencing on the date of commencement of operation of the Hotel, that is January 15, 1997.

    a. **Financial Administration and Accounting.** The Hotel Operator will provide staff which will be on duty 24 hours a day, seven days a week in the Hotel lobby to collect room rental payments, monitor and collect miscellaneous charges such as telephone, pay-per-view cable television and room service charges from Hotel Guests, and keep the financial records of the Unit. A member of the Hotel Operator staff will be on duty 24 hours a day, seven days a week to oversee all operations and to assist Hotel Unit Owners and Hotel Guests with any concerns or questions they may have about any operation within the Hotel.

    b. **Rentals and Reservations.**

        i. The Hotel Operator will provide staff which will make reservations for, and rent, the Unit for any dates for which the Unit is available, upon request from any potential Hotel Guest, in accordance with good hotel management practice and the requirements of applicable law.

        ii. If Owner desires rental services in addition to those provided by the Hotel Operator hereunder, Owner may act on its own behalf to rent its Unit or retain a rental agent, provided, however, that in no event may the rental rates offered by the Owner or its rental agent to unrelated third parties be lower than those then being offered by the Hotel Operator for Hotel Units of similar value and desirability. Owner and any rental agent retained by Owner must notify Hotel Operator of reservations made by them in order for such reservations to be effective, and there will not be any reductions of charges payable to the Hotel Operator by reason of Owner acting on its own behalf to rent the Unit or retaining a rental agent. The Hotel Operator reserves the right to deny reservations to anyone who is paying a base rate below the offered values.

        iii. In order to promote fair allocations of rental opportunities, requests for reservations received by the Hotel Operator will be assigned on a rotating basis amount all Hotel Units enrolled in the Hotel Operations Program which are available on the requested date, unless a particular Hotel Unit or type of Hotel Unit is specifically requested by the prospective Hotel Guest, or by a Hotel Unit Owner or a rental agent authorized by a Hotel Unit Owner. Every Hotel Unit enrolled in the Hotel Operation Program will be assigned a Rotation Point each day that the Hotel Unit is occupied, whether by Hotel Guests. Whenever a prospective Hotel Guest requests a reservation, the Hotel Unit which has the lowest number of

cumulative Rotation Points (within the requested type of Hotel Units, if any) will be designated for rental to such prospective Hotel Guest. A Hotel Unit will be deemed available unless the Hotel Operator has previously made a reservation therefore or the Hotel Unit Owner or its authorized rental agent has previously notified the Hotel Operator of a reservation for such date.

iv. The Hotel Operator will honor reservations made by Owner or any rental agent of which it has notice, provided that it has not previously made any conflicting reservations in which event the Hotel Operator shall attempt to transfer its reservations to another Unit, if possible, but otherwise will honor its reservations. The Hotel Operator shall notify Owner and any rental agent with reasonable promptness of any reservations for the Unit made by the Hotel Operator, and Owner shall, and shall instruct any rental agent to, notify the Hotel Operator with reasonable promptness fo any reservations for the Unit made by them.

c. **Marketing.**

i. The Hotel Operator will provide marketing and promotion (including staff, brochures, advertising and production costs, and travel agency commissions) for the rental of the Unit.

ii. In accordance with customary marketing and promotional practices in the hospitality industry, it will be necessary from time to time for the Hotel to offer complimentary rooms to travel managers of prospective large corporate accounts, hotel service rating agents, journalists with hotel trade publications, hotel service providers, etc. These complimentary rooms are used for promotions as well as meeting occasional operational needs. To accomplish this in the Hotel, the costs of this practice will be borne by all Hotel Unit Owners. Therefore, Owner is required to contribute an amount equal to one room night's revenue at fair market rate every quarter. Such contributions will be used only to reimburse Unit Owners who's Hotel Units are chosen by the Hotel Operator as complimentary rooms, at fair market rates. This contribution will be in the form of a debit to Owner's quarterly financial contribution. Subject to factors such as market conditions, the actual usage of complimentary rooms may vary from expectation. Should fewer rooms be used for such purpose than expected during a quarter, the Hotel Operator may choose not to collect the contributions. However, the Hotel Operator does not intend to collect complimentary room contributions more than four times a year.

d. **Cleaning.** The Hotel Operator will provide daily basic cleaning services to all Hotel Units, including making beds, cleaning bathrooms, removing trash, washing dishes, dusting furniture and vacuuming, pursuant to the Hotel Management Agreement. Certain intensive cleaning services will be performed periodically, at the sole discretion fo the Hotel Operator, as necessary, such as heavy vacuuming; dusting draperies and ceilings; scrubbing bathroom walls, floors and fixtures; interior window washing; furniture and metal polishing; wall cleaning; window shade cleaning; and chandelier cleaning.

e. **Inspection, Repair and Maintenance Services.** Electricians, carpenters, plumbers and maintenance workers (who may or may not be employees of the Hotel Operator) will be available on request to the concierges from Owner or any Hotel Guest then occupying Unit, to provide ordinary repair and maintenance services, including minor repairs to furniture, plumbing and appliances, paint touchups, replacement of cracked tiles, etc. Owner acknowledges that the value of the Unit and of all Hotel Units enrolled in the Hotel Operation Program is dependent in part on the maintenance of a high standard of quality in the Unit comparable to other Manhattan luxury hotels. In connection therewith, the Hotel Operation shall have the right, without prior notice, to periodically inspect the Unit and the quality of the décor, furniture, furnishings and maintenance. Owner may not change or add to the approved furnishings and decorations in the Unit without prior approval by the Hotel Council of the quality of the proposed changes or additions. Items in the Unit which do not meet the standards of the Hotel Operator must be replaced, repaired or refurbished as deemed necessary by the Hotel Operator, at the expense of the Owner. If the Unit does not comply with the Hotel Operator's standards, the Owner does not perform the work or purchase the items recommended by the Hotel Operator with reasonable promptness under the circumstances, the Hotel Operator may perform such work or purchase such items at the expense of the Owner. The Hotel Operator may also perform such work or purchase such items at the expense of the Owner (i) without any prior notice to Owner in the event of emergency, or (ii) at any time if requested by Owner. Owner will be charged for these services on a usage basis.

f. **Provision of Supplies.** Customary hotel supplies will be provided to Hotel Guests as needed, including, without limitation, the following: guest stationary, pens and note paper, laundry bags, facial and bathroom tissue, soap, shampoo and conditioner; "Do Not Disturb" signs; cleaning supplies; shower caps; sewing kits; telephone directories; and hangers. Towels, sheets and other linens, dishes, glassware, utensils and other items are initially provided in the Unit by Owner as described in Section 5.c. below and are to be replaced from time to time as deemed necessary by the Hotel Operator at the expense of Owner as more particularly set forth in Section 2.c. above.

g. **General.** The Hotel Operator shall have the right to perform any and all other acts which in its sole discretion are necessary to operate the Hotel, and shall have continuing right to institute controls, operating procedures and such other regulations as it may

deem necessary. It is not intended that the duties and responsibilities herein listed are to the exclusion of any other operating procedures, duties or responsibilities which the Hotel Operator, in its sole discretion, deems to be necessary for the successful operation of the Hotel.

3. **Fees and Charges.**

   a. The Hotel Operator shall be reimbursed for providing the foregoing services in an amount equal to its costs and expenses (both direct and indirect) incurred in providing such services, including, without limitation, salaries, wages and benefits of the staff employed by the Hotel Operator to provide such services, marketing and advertising costs, and costs of cleaning supplies, uniforms, laundry and guest room supplies. The reimbursable amount for inspection, repair and maintenance services shall be computed on a "per use" basis. Charges for Hotel Operation Program services such as room cleaning, room linen changes and laundry, guest amenities and supplies, and in-room flowers will be charged to Owner each night that the Unit is checked in and registered. Charges for services such as financial administration, advertising and promotions, staff uniforms and other services for which costs do not vary directly on the basis of occupancy will be charged to Owner each night that the Unit is enrolled in the Hotel Operation Program, in proportion to its percentage of Common Interest compared to the percentage of Common Interest of all Hotel Units enrolled in the Hotel Operation Program.

   b. The Hotel Operator will collect amounts due to it under this Agreement, including the reimbursable amounts as set forth above, credit card fees, amounts remitted by the Hotel Operator in payment of hotel occupancy taxes or other governmental impositions on behalf of Owner and any other amounts expended or incurred by the Hotel Operator on behalf of Owner or the Unit, by deducting the same from rentals and charges arising from use of the Unit.

   c. In the event of an extraordinary expense such as replacement of furniture and furnishings, amounts due to the Hotel Operator may be deducted from the room rentals which would otherwise be distributed to Owner or, if the amounts due exceed the amount of net room rentals then in Owner's account, such amounts may, at the option of the Hotel Operator, be billed directly to Owner, together with interest at an annual rate equal to the prime rate (as announced by Citibank, N.A. from time to time) plus 3%, but not exceeding the highest rate then permissible by law. Any amounts billed to the Owner which are not paid within 30 days after the date when due, plus interest as aforesaid and reasonable costs of collection, shall constitute a charge on the Unit and a continuing lien thereon (on parity with a lien for Common Charges). The Hotel Operator may bring an action at law against Owner for such unpaid amounts, or the Board may, at the Hotel Operator's request, bring an action to foreclose the lien against the Unit.

4. **Financial Records and Distributions to Unit Owners.** The revenues received by the Hotel Operator will be deposited and maintained until distribution to Owner in a commercial or savings bank in a segregated account for the Hotel Operation Program. The Hotel Operator will notify Owner of the name and address of such bank upon Owner's enrollment in the Hotel Operation Program and upon any subsequent change in banking. The Hotel Operator will from time to time deduct from the rentals and charges it collects with respect to each Hotel Unit the reimbursable costs (including, without limitation, hotel occupancy taxes and sales taxes) due to it under the Agreement, as set forth in Section 3 above, as well as credit card fees, travel agent commissions and other applicable fees and commissions payable to third parties. The Hotel Operator will keep detailed and accurate records for the Unit of all amounts received and deducted. Such records will be available for inspection by Owner upon reasonable prior notice. Within 30 days after the end of each fiscal quarter, the Hotel Operator will furnish Owner with a statement of all amounts received and deducted during such fiscal quarter and within 75 days after the end of each fiscal year of the Condominium, the Hotel Operator will furnish Owner with a statement of Owner's income and expenses for participation in the Hotel Operation Program for such fiscal year, in accordance with applicable tax requirements, as well as an audited statement of the income and expenses for the entire Hotel Operation Program. When income to Owner for any quarter-annual period exceeds the amounts due to and deducted by the Hotel Operator, the Hotel Operator will transmit to any Owner funds in the amount of such net income together with quarter-annual statement.

5. **Obligations of Unit Owner.**

   a. Enrollment in the Hotel Operation Program will not modify or limit any obligation of the Owner under the By-Laws so that, for example, Owner will continue to be responsible for the costs of replacing the furniture and furnishings in the Unit, Common Charges (including special assessments) and any insurance maintained by Owner for the Unit and the contents thereof.

   b. The liability insurance policy maintained by the Hotel Operator will include all Hotel Unit Owners enrolled in the Hotel Operation Program as additional insureds under such policy; however, the Owner may sustain liability and damage which may not be covered by such policy. Owner is hereby advised to obtain its own policy.

   c. Owner is obligated to reimburse the Hotel Operator for the maintenance of the furnishings, decorating and equipment in the Unit in a manner suitable for luxury hotel accommodations, including furniture, décor items, towels, linens, dishes, glassware, utensils, cookware, color television, clock, radio, drapes and other decorative accessories.

d. Owner shall comply with all provisions of the Plan and applicable zoning and other laws and regulations relating to occupancy of the Unit. The Hotel Operator shall have the right to take such action as it shall deem reasonably necessary to ensure that Owner and the Unit comply with such provisions and shall have no liability to Owner by reasons of any such action except in the case of fraud, gross negligence or willful misconduct. The Hotel Operator may exclude or refuse entry to or dispossess any Hotel Guest to the same extent that any manager of a luxury hotel is entitled to do so, and in order to enforce the provisions of this Plan and applicable laws and regulations.

6. **Assignment.** The Hotel Operator may assign this Agreement without the consent of Owner, provided it contemporaneously assigns all similar agreements in effect with respect to the Condominium and obtains the consent of the Board to such assignment.

7. **Initiation of Agreement.** The following actions will occur upon commencement of the term of this Agreement:

   a. The Hotel Operator's accounting department will initiate recordkeeping procedures to accept and make payments on behalf of Owner with respect to the Unit.

   b. Owner shall specify whether smoking is permitted in the Unit, subject, however, to the provisions of Section 14 below.

8. **Term of Agreement.**

   a. The term of this Agreement shall commence on the date hereof.

   b. This Agreement shall remain in effect until the earliest to occur of (i) transfer of title to the Unit by Owner, (ii) termination by the Board of the Management Agreement between the Board and the Hotel Operator (the "Management Agreement") by reason of the termination of the Condominium, default of the Hotel Operator, the bankruptcy, dissolution or other termination of existence of the Hotel Operator or any other reason, or (iii) expiration of the Management Agreement either in whole or with respect to Hotel Management Services (as defined in the Management Agreement).

   c. Upon any termination of this Agreement pursuant to clause (i) above, any successor owner shall enter into a new hotel unit maintenance and operation agreement with the Hotel Operator, and upon any termination of this Agreement pursuant to clauses (ii) or (iii) above, Owner shall enter into a new hotel unit maintenance and operation agreement with the hotel operator designated by the Board.

   d. Upon the expiration or sooner termination of this Agreement, the Hotel Operator will send to Owner a final statement of income and expenses for the Unit, together with funds for any amounts due, within ninety (90) days after the effective date of such expiration or termination.

9. **Hotel Operator's Authority.** Owner hereby authorizes the Hotel Operator to perform any acts or do anything reasonably necessary to effectuate the terms and provisions of this Agreement, including, without limitation, collecting rents and other charges from Hotel Guests, terminating tenancies, signing and sending such notices, certifications, and tax returns and other governmental documents relating to the Unit as are appropriate, and exercising all rights and remedies which Owner would have against any Hotel Guest or occupant.

10. **Rate Schedule.** The Hotel Operator will from time to time establish rental rates for the Hotel Units enrolled in the Hotel Operation Program. Owner will not be required to pay the full amount of the rental rates established by the Hotel Operator, but will be required to reimburse the Hotel Operator's costs for providing services hereunder (including payment of hotel occupancy and sales taxes on behalf of the Owner). If Owner is an individual, such taxes will be calculated on the bases of a rate referred to as the "Most Favorable Discounted Rate". The Most Favorable Discounted Rate is a rate that will be established by the Hotel Operator from time to time which will reflect the market rate for Owner's Unit, less all discounts generally available in the market. This rate will be higher than the actual cost of operation. Owner will be charged the Most Favorable Discounted Rate, but the excess of such amount over the actual costs of providing services (plus sales and occupancy taxes) will simultaneously be credited to Owner's account as income.

    If friends or relatives (or if Owner is a corporation or other entity, officers or employees) of Owner stay in the Unit, Owner has three options:

      i. Owner may pay for all expenses and taxes for such guests. The guests therefore use the Unit for free, but Owner shall reimburse the Hotel Operator for the actual costs, plus sales and occupancy taxes based on the Most Favorable Discounted Rate.

      ii. The guests may pay a discounted rate applicable to friends and relatives (or officers and employees) which will be established by the Hotel Operator in consultation with the Owner. The sales and occupancy taxes will be based on such rate (which will not be less than the Most Favorable Discounted Rate). Owner will receive the excess of the

amounts paid by such guests of the total of the actual costs of providing services plus amounts payable for sales and occupancy taxes.

iii. The guests may pay the full market rate for the Unit. Owner will receive the excess of the amounts paid by such guests over the total of the actual costs of providing services plus amounts payable for sales and occupancy taxes.

All other Hotel Guests will pay rents to the Hotel Operator at rates established by the Hotel Operator from time to time. It is intended that rental rates will be competitive with other luxury hotels in the area, and will fluctuate from time to time depending upon seasonal demands, type and size of the Unit and other factors. Group business rates and other factors may also necessitate deviations from this schedule. Owner grants the Hotel Operator the sole discretion to establish and to alter the scheduled rates.

11. **No Representations.** Owner acknowledges that no representations of any kind have been made, directly or indirectly, by the Hotel Operator, or the Managing Agent as to the tax, income, expenses, or other economic benefits or advantages or disadvantages, if any, which may arise from owning and renting the Unit.

OWNER ACKNOWLEDGES THAT NO REPRESENTATIONS ARE MADE WITH RESPECT TO EXPECTED OR PROJECTED RENTAL INCOME. THERE IS NO ASSURANCE THAT THE UNIT WILL BE ABLE TO BE RENTED AT ANY PARTICULARE RATE OR FOR ANY PARTICULAR PERIOD OF TIME AND THE RATES AND TOTAL INCOME FROM THE UNIT WILL BE AFFECTED BY, AMOVE OTHER THINGS, COMPETITION FROM OTHER LUXURY HOTELS, GUEST PREFERENCES, ECONDOMINC CONDITIONS, DESIRABILITY OF LOCATION AND SIZE OF THE UNIT, FREQUENCY OF OWNER OCCUPANCY AND MANY OTHER FACTORS.

12. **Indemnification.**

a. Owner hereby indemnifies and holds harmless the Hotel Operator, The Board of Managers of Trump International Hotel and Tower Condominium, The Hotel Council of Trump International Hotel and Tower Condominium, The Trump Corporation, The Trump Organization, TIHT Commercial LLC, Donald J. Trump and any designees of Donald J. Trump (the "Indemnities") and its employees and agents against any loss, cost, damage expense or liability, including, without limitation, reasonable attorneys' fees and expenses, as a result of any claim or legal proceeding which may be made against the Hotel Operator for injury or damage to person or property by reason of any cause whatsoever (except the willful misconduct or gross negligence of an agent or employee of the Hotel Operator) occurring either in or about the Unit or elsewhere when the Hotel Operator, its agents of employees are carrying out the provisions of this Agreement or otherwise acting under Owner's express or implied authority, or related to the performance or non-performance of its obligations and duties hereunder so long as the Hotel Operator or such employee or agent of the Hotel Operator was not guilty of fraud, gross negligence or willful misconduct in such performance or non-performance of duties and activities. Such indemnification shall include payment of reasonable attorneys' fees and other expenses incurred in settling any such claim or liability or incurred in any finally adjudicated legal proceeding. The obligations of Owner described herein shall survive the termination of this Agreement by either party hereto, and shall inure to the benefit of the Hotel Operator, its employees, agents, and their respective heirs, executors, administrators, successors and assigns.

b. The Hotel Operator assumes no responsibility for lost, stolen or damaged property other than to notify Owner upon learning of any loss, theft or damage. Assistance will be given to Owner in recovering such losses from Owner's insurance company. Owner agrees that it shall not leave valuable personal effects or any items unsuitable for rental occupancy in the Unit.

13. **Notices.** Communications, bills and notices sent to Owner or the Hotel Operator under this Agreement will be deemed properly transmitted if sent by U.S. mail, first-class postage prepaid, return receipt requested, or by telecopy, with receipt acknowledged, or by reputable commercial courier company guaranteeing overnight delivery, with receipt acknowledged, in each case to be effective upon receipt, to the following address:

Owner: _____

_____

_____

_____

Hotel Operator:

Trump International Management Corp.
Once Central Park West
New York, New York 10023

Either party may change the address for receipt of notice by notifying the other party in the manner set forth above.

14. **Miscellaneous.**

a. All rooms shall be designated as non-smoking rooms and the Hotel Operator will make all reasonable efforts to maintain this regulation. However, the Hotel Operator cannot have knowledge of or interfere with a guest who smokes in the room, despite this policy.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

c. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

e. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of laws.

f. This Agreement (including the provisions of the Plan incorporated herein and all Exhibits attached hereto, which are hereby made a part hereof) embodies the entire understanding of the parties on the subject matter hereof and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

_____

_____

_____

HOTEL OPERATOR:
TRUMP INTERNATIONAL MANAGEMENT CORP.

BY: _____
Name:
Title:

CONDOMINIUM BOARD OF
TRUMP INTERNATIONAL HOTEL AND TOWER CONDOMINIUM
One Central Park West
New York, New York

Dear Excelsior Unit Owner:

As discussed in the Amended and Restated Condominium Offering Plan (the "Plan") for Trump International Hotel and Tower Condominium, and as more specifically provided for in Article 8 of the By-Laws of Trump International Hotel and Tower Condominium, Excelsior Unit Owners may sell their Excelsior Units provided they first give the Condominium Board notice of their intention to do so and an opportunity to purchase such Excelsior Unit.

Further, an Excelsior Unit may be leased on a day-to-day or week-to-week basis, up to a total of 30 consecutive days of occupancy by and one person. Individual Excelsior Unit Owners may occupy their Excelsior Units for their own use provided they do not exceed 30 consecutive days of occupancy by any one person. A Excelsior Unit which is owned by a corporation or other entity may be occupied on a continuing basis by different individuals designated by Excelsior Unit Owner; the 30 day limitation of occupancy applies only to each individual person and not to the entire corporation or other entity. Excelsior Units must be made available for rental to the public on a daily basis at any time they are not being occupied by their Owners or designees of their Owners or are not subject to reservations.

In order to facilitate the operation of a full service luxury hotel and maintain a high standard of hotel service and décor, consistent marketing, and control over room registration and keys, all Excelsior Unit Owners will be required at the time of acquiring title to their Excelsior Units to enroll in the Hotel Operation Program, retain the Hotel Management Company as their agent for the purpose of managing and operating their Hotel Units as hotel accommodations, and execute and deliver the Unit Maintenance Agreement with the Hotel Management Company as described on page 26 of the Plan.

The undersigned Excelsior Unit Owner hereby covenants, warrants and represents that they have read and understand the provisions of the Plan with respect to the leasing and use of Excelsior Units, as set forth in Section B and Section R of Part I of the Plan and in Article 8 of the By-Laws, and that they will comply with all such provisions, as the same may be amended from time to time, at all times during which they own a Excelsior Unit.

Condominium Board of Trump International
Hotel and Tower Condominium

_____
BY: Authorized Signator

ACKNOLWEDGED AND AGREED:

_____
Excelsior Unit Owner
Hotel Unit No. _____

LEGAL MAILING ADDRESS FOR UNIT OWNERS
(This must be the address of the Unit Owner, not the Management Company)

Unit No. ___
Trump International Hotel & Tower Condominium
One Central Park West
New York, NY

Name(s) _____

Address _____

_____

_____

_____

Email _____

Phone _____

STATEMENT OF ASSETS AND LIABILITIES

Name:		How long at current address:	
Address:	City:	State:	Zip Code:

ANNUAL INCOME:	
Salary $	Name of Employer
$	Name of Employer
Other $	Source
Total $	

ASSETS:		**LIABILITIES:**	
Cash (Schedule A)	$	Accts Payable	$
Stocks & Bonds (Schedule B)	$	Notes Payable (Schedule	$
Real Estate (Schedule C)	$	Mortgages (Schedule C)	$
Life Insurance, Cash Value, less ai Loans (Schedule D)	$	Other Liabilities	$
Other Assets (Schedule E)	$	Net Worth	$
TOTAL	$	TOTAL	$

Schedule A – CASH		**Schedule F - NOTES PAYABLE**	
Bank	Amount	Name of Creditor	Amount
	$		$
	$		$
	$		$
	$		$

Schedule B – STOCKS & BONDS			
Security	Market Value	Security	Market Value
	$		$
	$		$
	$		$
	$		$

Schedule C – REAL ESTATE						
Location	Description	Recorded in the name of	Rent income	Assessment	Mortgage held by	Amount

Schedule D – LIFE INSURANCE			

Schedule E – OTHER ASSETS			
Explain			

DATE: _____

_____
SIGNATURE:

_____
SIGNATURE:

Date _____

Trump International Management Corp.
One Central Park West
New York, New York

Re: Unit No. ____
Trump International Hotel and Tower Condominium
One Central Park West
New York, New York

To Whom It May Concern:

In connection with my purchase of the above captioned Unit, I hereby authorize you to forward my Common Charges and Electric Charge bills, as well as any correspondence in connection with the Unit, to me at the following address:

Address: _____

_____

_____

Phone: _____

Email: _____

Very truly yours,

_____
Unit Owner (Print and Sign)

AUTHORIZATION TO RELEASE INFORMATION
AND RELEASE OF CLAIMS

In consideration of my application for ownership or rental of a condominium unit ___ at Trump International Hotel and Tower Condominium, I authorize The Trump Corporation, The Board of Managers of Trump International Hotel and Tower Condominium (the "Condominium") and/or any private company that may be engaged by the Condominium from time to time to perform the background investigation (the "Background Investigation Company"), acting on its own or as an agent of any other company or organization and their respective agents, to conduct and report research with regard to my identification and background. I realize that this background investigation may include, but will not be limited to a review of criminal conviction records, civil litigation records, Bankruptcy Court records, the development of a financial profile through a review of credit bureau information, interviews with current and/or prior employers, verification of current and/or prior residences a search of property records, the identification or verification of business ownership and a search of media records. I authorize any person having such information or reports to release it to The Trump corporation, The Board of Managers of Trump International Hotel and Tower Condominium and/or the Background Investigation Company. I also authorize prior employers to answer any and all questions regarding my prior employment. A facsimile (fax) or xerographic copy of this Authorization to Release Information and Release of Claims shall be considered as valid as the original Authorization to Release Information and Release of Claims.

Fair Credit Reporting Act: I have been given written notice in a separate document that a consumer report or investigative report may be obtained in connection with this background investigation and used for the purpose of evaluating me for condominium ownership or rental. If my application is denied by The Trump Corporation or The Board of Managers of Trump International Hotel and Tower Condominium because of information contained in the consumer report obtained through this investigation, I will be informed of such and provided with a copy of the consumer report.

Criminal Background Checks: if my application is denied by The Trump Corporation or The Board of Managers of Trump International Hotel and Tower Condominium as a result of information contained in a criminal report, I will be informed of the identity of the court from which the criminal record was obtained, what the contents of the report were and what effect this information had on the decision made.

I release and hold harmless The Trump Corporation, The Board of Managers of Trump International Hotel and Tower Condominium, The Trump Organization, Donald J. Trump and any designees of Donald J. Trump, the Background Investigation Company, and each of their respective agents, officers, directors, members, shareholders, partners and employees and any and all related companies and all persons, agencies and entities which solicit, report or are otherwise involved in the information or reports about me, from any and all liabilities and claims arising from the release of any such information or reports.

By signing this form, I certify that I have carefully read and understand the above consent, authorization, and release of claims. I have voluntarily agreed to this background check to assist The Trump Corporation and The Board of Managers of Trump International Hotel and Tower Condominium in evaluating my qualifications and suitability for residing at Trump International Hotel and Tower Condominium.

_____ _____
Signature Date

Note: The following information is required to ensure positive identification and is in no manner used in consideration for condominium ownership or rental (all information must be typed).

Full Name (Printed):_____ S.S.N. (or County ID No.):_____
Other Name(s) Used: _____ Date of Birth: _____
Visa No. (if applicable):_____ Country of Birth: _____
Present Address: _____ From (Mo./Yr.):_____
City: _____ State: _____ Zip Code: _____ Country: _____ Phone: _____
Employer: _____ Address: _____
Or School Attending: _____ Address: _____

Notice and Consent for Use of Consumer Report

The Board of Managers of Trump International Hotel and Tower Condominium and/or The Trump Corporation may request a consumer report or investigative consumer report in connection with your application for condominium ownership or rental. Any information contained in this report may be taken into consideration in evaluating your suitability for such ownership or rental. This report may contain information concerning your credit worthiness, character, general reputation, personal characteristics, or move of living and may be obtained from public record sources or through personal interviews with your neighbors, friends, associates and others.

If any adverse decision is made which is based entirely or in part on the information contained in the consumer report, you will be told the basis of that decision and given a copy of the report and a summary of your rights in regard thereto. If you have ever filed for bankruptcy, no decision will be based solely on this information.

Your consent is required by law for the release of this information. Your signature on this form will indicate that you have carefully read and understand this notice and consent to the release of a consumer report or an investigative consumer report to The Board of Managers of Trump International Hotel and Tower Condominium and/or The Trump Corporation.

_____

Print Full Name

_____

Social Security Number

_____

Signature

_____

Date

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. $$1681-1681u, at the Federal Trade Commission's web site (*http://www.ftc.gov*). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance or employment – must tell you, and give you the name, address and phone number of the CRA that provided the consumer report.

- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may chare you up to eight dollars.

- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is file, you may ask that anyone who has recently received your report be notified of the change.

- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In additions, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

- You can dispute inaccurate items with the source of the information. If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.

- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the bases for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authorized to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 202-326-3761
National Banks, Federal Branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appears in federal institutions' name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal Credit Unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers are regulated by former Civil	Department of Transportation
Aeronautics Board or Interstate Commerce Commission	Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

Real Estate Tax Certiorari Authorization

The undersigned owner of the unit at Trump International Hotel and Tower Condominium, located at One Central Park West, New York, New York does hereby authorized the Condominium Board of Trump International Hotel and Tower Condominium (the "Board") to act as agent for the undersigned for purposes of retaining counsel to be selected by the Board to institute administrative and/or certiorari proceedings to correct the assessed valuation of the Unit set forth below for all years beginning with the tax year July 1, 1996 – June 30, 1997.

In its capacity as agent, the Board is authorized on behalf of the undersigned to execute any application and petition necessary to institute said proceedings, to prosecute, appeal, settle, or terminate said proceedings, and in connections therewith, to take any and all such actions which it deems necessary or appropriate in its sole discretion, including, but not limited to, the filing of a single protest application and petition on behalf of all such unit owners entering into similar agreements in respect of units at Trump International Hotel and Tower Condominium.

This authorization shall remain in effect until expressly revoked by written notice to the Board. Any such notice, however, shall only serve to revoke the Board's authority with respect to any protest, proceeding, settlement or appeal for a tax year beginning after such notice of such revocation is received by the Board.

In connections with the Board's performance of services pursuant to this authorization, the undersigned hereby expressly waives any right, claim or action against the Board and agrees that the Board shall not be liable for damages, losses or expenses except for willful breach of trust committed in bad faith or intentionally or with reckless indifference to the interests of the undersigned or of the unit owners as a group.

This authorization supersedes any prior authorization.

Dated: _____

_____
Unit Owner

_____
Unit Owner

TRUMP

Dear Resident,

In the interest of public fire safety, the New York City Fire Department has recently mandated that vital procedural information be made available to all residents of New York City multiple dwellings. This information is intended to help you and the members of your household protect themselves in the event of a fire.

The enclosed Fire Safety Notice should be posted on the inside surfaces of the front or main door. It should be posted at eye-level which is no lower than four feet from the floor but no higher than five and a half feet from the floor.

The enclosed fire safety information addresses basic fire protection and fire preparedness measures to maximize your safety in the event of a fire.

Please read the notice carefully and discuss the issues with members of your household.

Very truly yours,

Sonja Talesnik
Director of Property Administration

Receipt acknowledged by:

_____

Unit No.: _____

Address:

_____

_____

Date: _____

FIRE SAFETY NOTICE

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

YOU ARE IN A NON-COMBUSTIBLE (FIREPROOF) BUILDING

<u>If The Fire Is In Your Apartment</u>

- Close the door to the room where the fire is and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Alert people on your floor by knocking on their doors on your way to the exit.
- Use the nearest stairwell to leave the building.
- DO NOT USE THE ELVATOR
- Call 911 once your reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a pre-determined location outside the building. Notify the firefighters if anyone is unaccounted for.

<u>If The Fire Is Not In Your Apartment</u>

- Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
- If you must exit your apartment, first feel apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
- If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
- Open windows a few inches at tope and bottom unless flames and smoke are coming from below.
- Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

Appendix 1 to 3 RCNY SS43-01

FIRE SAFETY PLAN
PART 1 – BUILDING INFORMATION SECTION

BUILDING ADDRESS: Trump International Hotel and Tower, One Central Park West, NY, NY 10023

BUILDING OWNER/REPRESENTATIVE:
Name: Henry Chang
Address: One Central Park West
NYC 10023
Telephone: 212-299-1000

BUILDING INFORMATION:
Year of Construction: 1996
Type of Construction: __ Combustible **X** Non- Combustible
Number of Floors: 44 Above Ground 2 Below Ground
Sprinkler System: **X** Yes __ No
Sprinkler System Coverage: __ Entire Building **X** Partial (complete all that apply)
X Hotel Units: Building is sprinklered from sub-cellar to 17th floor
X Hallways: Are sprinklered from sub-cellar to 17th floor
X Stairwells: Not sprinklered
X Compactor Chute: Garbage chutes are sprinklered from 23rd to 52nd floors
X Other: Garage (Restaurant Rangehoods are ansul dry chemical) dry system
Fire Alarm: **X** Yes **X** Transmits Alarm to Fire Dept/Fire Alarm Co. __ No
Location of Manual Pull Stations: Located on every floor by "A" & "B" stairwells; connected to central station

Public Address System: **X** Yes __ No

Location of Speakers: __ Stairwell **X** Hotel Hallway __ Dwelling Unit __ Other: _____
Hotel Rooms – Concourse Level, Sub-Cellar Level

Means of Egress (e.g. Unenclosed/ Enclosed Interior Stairs, Exterior Stairs, Fire Towers Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
"Enclosed"	"A"	Northside of Bldg.	Sub-cellar to 52nd floor
"Enclosed"	"B"	Southside of Bldg.	Sub-cellar to 17th floor
"Scissors-enclosed"	"A&B"	Residential Section	23rd floor – 52nd floor
"Unenclosed"	Access Stairs	Restaurant Interior	Kitchen to Dining Area
"Unenclosed"	Ext. Access Stairs	Restaurant Ext. Plaza	Kitchen to Exterior Plaza

Other Information: Two (2) "return" stairways "A&B" service sub-cellar to 17th floor then "A&B" become "Scissors Type" from 23rd floor to 52nd floor. No Exterior fire escapes: stairwells are not pressurized; standpipe in "B" stairwells (Southside Bldg).

DATE PREPARED: 09/01/00

Appendix 1 to 3 RCNY SS43-01

FIRE SAFETY PLAN
PART 2 – FIRE EMERGENCY INFORMATION

BUILDING ADDRESS: Trump International Hotel and Tower, One Central Park West, NY, NY 10023

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER AT

Manhattan	212-999-2222
Bronx	212-999-3333
Brooklyn	718-999-4444
Queens	718-999-5555
Staten Island	718-999-6666

OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX

<u>BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES</u>

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.

2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.

3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.

4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.

5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.

6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.

7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.

9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.

10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

TO: **Purchaser of Unit No. _____**
at Trump International Hotel and Tower Condominium (the "Condominium")

FROM: **Condominium Board of Managers**

SUBJECT: **Insurance Coverage**

In connection with your purchase of a Hotel Unit at the Condominium, the Condominium Board is required to obtain and maintain and maintain certain types and amounts of insurance, as more fully set forth on Pages 129, 130 and 131 of the Amended and Restated Condominium Offering Plan and in the By-Laws of the Condominium.

The Condominium Board is required to maintain fire and extended coverage insurance insuring the entire building and each Hotel Unit therein. The Hotel Management Company is required to maintain insurance which covers the fixtures, furniture, furnishings, personal property and other improvements and betterments contained in the Hotel Units enrolled in the Hotel Operation Program, and comprehensive general liability insurance covering each Hotel Unit Owner enrolled in the Hotel Operation Program.

You may, if you wish, obtain additional insurance to protect yourself against risks not covered by the insurance maintained by the Condominium Board. We strongly urge you to do so. All insurance so obtained must, however, contain waivers of subrogation, if available, and must in no way affect or diminish the liability of the carriers issuing insurance to the Condominium Board.

Please acknowledge receipt of a copy of the memorandum by signing a copy hereof and include it with your waiver package.

Receipt Acknowledged:

_____
Unit Owner Signature

Dated: _____